

PAKISTAN LNG LIMITED

Invitation to Bid
for
Board Meeting Management Solution

ITB Document No: PAK LNG/IT/015/10-21

Bid Closing Date: **October 22, 2021 till 03:00 PM**

Bid Opening Date: **October 22, 2021 till 03:30 PM**

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Bid for Board Meeting Management Solution

Invitation to Bid

1. *Pakistan LNG Limited* (hereinafter referred to as ‘**PLL**’ or the ‘**Company**’) hereby invites bids for Board Meeting Management Solution (subscription based) at PLL’s Office, located on 9th floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
2. Single stage two envelope process will be adopted, where the bidders are required to submit their bids in accordance with this Bid Document.
3. The Bids must reach on or before **October 22, 2021** (‘**Closing Date**’) at 03:00PM at PLL. Bids will be opened at 03:30 PM on same day and bidders’ authorized representative(s) will be allowed to attend the bid opening.
4. The Bidder shall pay tender fee of Rs. 1,000/- in the form of pay order/ demand draft in favor of “*Pakistan LNG Limited*” at the time of bid submission separately. No bid will be entertained without the tender fee.
5. Bidders are requested to go through the “Bid Data Sheet” to acquaint themselves with the details on the bidding process including Company’s correspondence details, bid submission deadline, bid opening date, bid validity, deviations, technical and financial bid submission details. Bids are to be submitted in accordance with the procedure as set out in the Bid Document.
6. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
7. The Bidder must provide the information of its postal address, telephone numbers, fax number, NTN number, sales tax registration number, email address and names of the key person(s) in their organization.
8. This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between Bidder and PLL.
9. Bidders are requested to acknowledge receipt of these BID DOCUMENTS by e-mail to admin@paklng.com and confirm their intent to bid. This will allow PLL to request for technical clarifications, if required.

Sincerely,

Manager (Admin)
Pakistan LNG Limited

SECTION 1: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- 1) **General:** PLL invites Sealed Bids for Board Meeting Management Solution (subscription based).
- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of goods/services to be procured under this Bid Document.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid. PLL will not be responsible or liable for such costs, regardless of the conduct or outcome of the Bid.

B. BID DOCUMENTS

- 4) **Examination of Bid Documents:** Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bid Documents. Failure to comply with such requirements will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- 5) **Clarification of Bid Documents:** A prospective Bidder requiring any clarification of the Bid Documents may notify the Company in writing to admin@paklng.com. The response will be made in writing to any request for clarification on the Bid Document, if such clarification is received earlier than one (01) week prior to the deadline for the submission of Bids.
- 6) **Amendments of Bid Documents:** Not later than one week prior to the deadline for Submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. All prospective Bidders that have acknowledged receipt of the Bid Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time to take the amendments into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids.
- 7) **Bidder Confirmation for Participation in Bidding Process:** Bidder will confirm participation in the bidding process through confirmation email to admin@paklng.com at least one (01) week prior to the deadline for the submission of bids.

C. PREPARATION OF BIDS

- 8) **Language of the Bid:** The Bid, all correspondence and documents relating to the Bid, exchanged by the Bidder and the Company, shall be written in the language indicated on the Bid Data Sheet (Section 2).
- 9) **Documents Comprising the Bid:**

The Bid must provide the following documents establishing Bidder's eligibility and qualification:

- **SECTION 2: Bid Data Sheet**
- **SECTION 3: Bid Submission Form**
- **SECTION 4: Technical Compliance Sheet**
- **SECTION 5: Financial Compliance Sheet**
- **SECTION 6: General Terms and Conditions**
- **Attachments required:**
 - **Annex – A (Organization Information),**
 - **Annex – B (Eligibility Response Check List),**
 - **Annex – C (Technical Evaluation Criteria Sheet),**
 - **Annex – D (Technical Specification Sheet)**
 - **Annex – E (Form of Contract)**

- 10) Bid Currencies/Bid Prices:** All prices shall be quoted in Pak Rupees. The bidder shall indicate on the appropriate Price Schedule the unit price (where applicable) and total Bid Price (inclusive of all taxes) of the goods and services it possesses to supply under the contract.
- 11) Period of Validity of Bids:** Bids shall remain valid for ninety (90) days after the date of bid submission described herein. A bid valid for a shorter period may be treated as nonresponsive and thus will be rejected. In exceptional circumstances, PLL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. SUBMISSION OF BIDS

- a. Bidders shall submit their bids by hand or through post to PLL's office located at 9th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad, not later than **03:00 PM PST** sharp on October 22, 2021.
- b. For sake of clarity, it may be noted that the Single Stage Two Envelope procedure will be adopted. The Bid will comprise a single package containing two sealed separate envelopes. One envelope shall contain the financial bid and the other shall contain the technical bid. The sealed envelopes should be properly sealed and marked as "*FINANCIAL BID*" and "*TECHNICAL BID*" in bold and legible letters to avoid ambiguity and confusion. The Technical Bids will be evaluated in line with the criteria provided in this Bid Document. The sealed "*FINANCIAL BIDS*" of the technically qualified bidders shall only be opened publicly in the presence of authorized representatives of the bidders on the date to be intimated by PLL. The sealed Financial Bids of the technically non-compliant bidders will be returned.
- c. Bids shall be properly sealed, signed on each page and prominently labeled "**Bid for Board Meetings Management Solution (Subscription Based)**" and marked for the attention of the "**Manager (Admin)**". Any Bid which does not fulfill the requirements mentioned in this Bid Document will be considered non-responsive and rejected.
- d. Bidders will not be permitted to withdraw or amend/revise their bids after submission.

- e. Bids must be accompanied by a Bid Bond in form of a demand draft/pay order equivalent to Rs. 50,000/- drawn in favor of “*Pakistan LNG Limited*”. This will be forfeited if the successful bidder fails or delays to perform any of its obligations as provided in this document. The Bid Bond of unsuccessful bidders will be returned within thirty (30) days after signing of the Purchase Order. The successful bidder will be required to replace the bid bond with a 5% performance bond.
- f. PLL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its *annexes in the form of an addendum*, either in response to a clarification and/or amendment requested by the bidders or whenever PLL considers it appropriate to issue such clarification and/or amendment to the bidders. Clarifications and/or amendments shall be addressed to all bidders who have confirmed to submit the bid.

12) Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be delivered to the office of the Company on or before the Bid Closing Date and time specified in Bid Data Sheet Section-2.
- 12.2 The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 Any Bid received by the Company after the Bid Closing Date will be rejected and returned unopened to the Bidder. It is the Bidder’s responsibility to ensure that bids are submitted within the bid submission deadline. Bids must be submitted by hand or by post.
- 12.4 Any bids sent by fax or by electronic means will not be entertained.

E. OPENING AND EVALUATION OF BIDS

13) Opening of Bids:

- 12.1 The Company will open all Bids in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in Section-2 of this Bid Document. The Bidders’ Representatives who are present shall sign a sheet evidencing their attendance.
- 12.2 The Bidders’ names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after bid opening with reasons to be recorded in written by the Company.
- 12.3 Bids and modifications sent pursuant to Instructions to Bidders that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

14) Clarification of Bids: To assist in the examination, evaluation and comparison of bids, PLL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

15) Evaluation of Bids:

- 15.1 Prior to the detailed evaluation, PLL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as provided in Annex-B). Any bidder failing to provide the documents as mentioned in Annex-B may be technically disqualified from the bidding process.
- 15.2 PLL will carry out detailed technical evaluation (As per Annex- C) of the bids so as to confirm that a bid is complete in all respect and whether it conforms to the requirements as set out in the Bid Documents and the bidder is technically qualified.
- 15.3 Arithmetical errors may be rectified subject to the condition that it will not change the financial quotation of the Bids. It may be clarified that in case of any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 15.4 Compliance with start-up, delivery deadlines set by the Company.
- 15.5 **Technical evaluation criteria:** The Technical Proposal of eligible bidders will be evaluated using the required specification attached as Annexure–E. Technical qualification shall be decided on the basis of criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 70 marks shall declare technically qualify.
- 15.6 **Financial Evaluation:**

Technically qualified bidder who quoted the lowest price will be declared successful.

F. AWARD OF CONTRACT

Notification of Award: Prior to the expiration of the period of bid validity and after ten working days of publishing of the bid results on PPRA website, the Company will sign a Contract with the successful bidder.

Award Criteria: The Company will sign a Contract with the successful bidder. The Contract will remain valid for a period of three years which may be extended further by the mutual consent of the Parties. The Company reserves the right to accept or reject any bid, to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.

16) Performance Security: The successful Bidder (“Supplier”) shall provide the Performance Bond equivalent to 5% of the Purchase order price at the time of receiving of the Purchase order in the form of a demand draft/pay order in favor of “*Pakistan LNG Limited*”. The Performance Bond will be returned after three months of successful delivery of Board Meeting Software.

17) Confidentiality: The Supplier shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.

G. SCOPE OF WORK (SOW):

1. Installation/configuration of annual subscription-based board meeting management solution required as per specifications and features mentioned in Annex- E.
2. Ten (10) Licenses required for board members for board meeting solution.
3. One (01) License required for administrator for board meeting solution.
4. Complete implementation plan, including user manuals.
5. User and administration training.

SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	03:00 PM on October 22, 2021 (Pakistan Standard Time)	
Opening of Bids	03:30 PM on October 22, 2021 (Pakistan Standard Time)	
Bids to be received at:	Pakistan LNG Limited (PLL), 9th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad	ATTENTION: “MANAGER (ADMIN)” SEALED BID NO: <u>PAK LNG/IT/015/11-20 – Bid for Board Meetings Management Solution</u> DEADLINE: On or before October 22, 2021 at 03:00pm (Pakistan Standard Time)
Delivery:	Supplier must deliver the required items within 4 weeks (maximum) after issuance of Purchase Order at below address: PLL, 9 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.	
Goods for use in (Country):	Pakistan.	
Bid Validity Period:	90 days.	
Language of the Bid:	English.	
Written communication must be directed to PAK LNG office:	Attention: Manager (Admin) PLL, Islamabad E-Mail: admin@paklng.com	
Requests for additional information:	Must be received at least seven (07) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.	

SECTION 3: BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To:

**Manager (Admin)
Pakistan LNG Limited
9th Floor, Petroleum House,
Ataturk Avenue G-5/2, Islamabad
+92-51-9216903**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods/services.

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with all requirements mentioned in this TOR, to fulfill all the requirements of this TOR and to deliver same to the designated point(s) within the delivery time.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder		
Address of Bidder		
Authorized Signature		Date:
Name of Representative		
Signature (Representative)		

SECTION 4: TECHNICAL COMPLIANCE SHEET TO BE COMPLETED BY BIDDER

To be filled and attached with the Technical Bid in order to Qualify		
S. No	Attributes	Status/Response of the Bidder
1	Principal, Authorized Dealer, Re-seller	
2	Original solution provider to conduct installation, configuration and maintenance of the solution.	
	Proposed solution / application must have been in use by at least 05 (five) organizations of comparable business scope and size.	
3	Office Detail / Outlets. Managed Service Partner must have local office(s) preferably in Islamabad.	
4	Major Clientele list	
5	Backup Plans of Solution	
6	Technical Assistance & Support Details	
7	Security Auditing Plan	
8	Data Center Certifications	

Note: The bidder must provide the supporting documents.

Signature and Stamp of the Bidder/Supplier:

SECTION 5: FINANCIAL COMPLIANCE SHEET

Financial Compliance Sheet (FCS) to be completed by Bidders. Separate Financial Cost including all Taxes and allied charges must be provided.

Item Name	Qty	1 st Year Price Rs.	2 nd Year Price Rs.	3 rd Year Price Rs.	Total Prices Rs.
License subscription cost for Director / Executive licenses	10				
License subscription cost for Administrator license	1				
Total Subscription Cost					
Base Set-Up and Configuration one-time setup cost (including training, 2-factor authentication, workspace, device registration and Face ID and Fingerprint login)					
Total Cost					

Note: Applicable taxes (Sales Tax, Levies, Duties etc.) shall be on account of buyer as per prevailing rates.

The contract will remain valid for a period of three years which may be extended further by the mutual consent of the Parties and payment will be made on annual basis. Bidders are required to complete the FCS and provide all the data as listed below:

Please confirm hereafter:

Payment terms: _____

Offer Validity: _____

Name of the Bidder: _____

Address of Bidder: _____

Name of authorized Representative: _____

Phone number: _____

Email address: _____

Date: _____

Signature and Stamp: _____

SECTION 6: GENERAL TERMS AND CONDITIONS

The terms and conditions applicable to this project will be considered.

- 1. GOODS AND SERVICES DEFINED:** Goods/services are hereinafter deemed to include, without limitation, as specified above, which the Supplier is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the Goods/services including, without limitation, transportation and such other obligations as required under this Contract.
- 2. ACCEPTANCE OF THE CONTRACT:** This Contract may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods/services in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall form a contract between the Parties under which the rights and obligations of the Parties shall be governed, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind PLL unless agreed to in writing by a duly authorized official of PLL.
- 3. INVOICE AND PAYMENT:** Supplier shall submit invoice in respect of the Contract on yearly basis. This invoice must include Goods/Services Delivery Note, Goods/Services Receiving Note, Final Acceptance Note (post installation and testing), Project Completion Certificate (issued by the Company). PLL shall, on fulfillment of the Delivery Terms mentioned in BID DATA SHEET - SECTION 2, make payment within 30 days of receipt of invoice. The prices shown in this Contract may not be increased except by express written approval of PLL.
- 4. INSPECTION AND ACCEPTANCE:** All Goods/Services shall be subject to inspection and testing by PLL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by PLL.

If any inspection or test is made on the premises of the Supplier or its supplier with the consent of PLL, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the Goods/Services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Goods/Services shall neither relieve the Supplier from responsibility for non-conforming Goods/Services nor impose liabilities on PLL therefor. The Supplier shall provide and maintain an inspection, quality, and control system covering the Goods/Services which is acceptable to PLL. Records of all inspection work by the Supplier shall be kept complete and made available to PLL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results shall be submitted to PLL upon request.

- 5. FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the Goods/Services conform to the specifications and are fit for the purposes for which the Goods/Services are specifically used, as well as for purposes, in locations and under circumstances made known to the Supplier by PLL.

Supplier warrants that the Goods/Services are new, of current manufacture and free from defects.

The Supplier also warrants that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Goods during delivery to their ultimate destination. Any deviation from agreed specification will not be agreed.

Immediate replacement would be made if the products are not found to be original and as per specification document.

6. WARRANTY: Subject to Annex F, the Supplier warrants and certifies that it will repair or replace without expense to PLL, any Goods/Services or components which prove to be defective in Quality/Functionality within a period of 36 months from the date such Goods/Services are delivered to and accepted at the final destination indicated in the Contract.

7. INDEMNIFICATION: The Supplier shall indemnify, hold and save harmless and defend at its own expense PLL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.

8. INTEGRITY PACT: The Supplier will be required to sign and stamp Integrity Pact as per PPRA Rules.

9. VARIATION IN QUANTITIES: The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of PLL.

10. CHANGES: PLL may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall either be amended or terminated or reissued accordingly.

Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that PLL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 21. However, nothing in this Clause shall excuse the Supplier from proceeding with the Contract as changed.

No modification of or change in the terms of this Contract shall be valid or enforceable against PLL unless it is in writing and signed by a duly authorized representative of PLL.

11. TERMINATION: PLL may terminate this Contract, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.

In the event of Termination for Convenience, no payment shall be due from PLL to the Supplier except for Goods/Services already delivered prior to termination and for the cost of such necessary work as PLL may request the Supplier to complete.

12. REMEDIES FOR DEFAULT: In case of failure by the Supplier to perform according to this Contract, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Goods/Services by the agreed delivery date, PLL may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (1) procure all or part of the Goods/Services from other sources, in which event PLL may hold Supplier responsible for any excess costs occasioned thereby;
- (2) refuse to accept delivery of all or part of the Goods/Services;
- (3) terminate this Contract;
- (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule;
- (5) impose liquidated damages pursuant to Clause 13.

13. LIQUIDATED DAMAGES FOR DELAY: If the Supplier fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the Contract, PLL may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Contract an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter PLL shall have the right to terminate the Contract and forfeit the Performance Security.

14. FORCE MAJEURE: The Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order/Contract, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Supplier's inability to procure materials, equipment etc. or to pay its suppliers, vendors or workers etc.

15. SOURCE OF INSTRUCTION: The Supplier shall neither seek nor accept instructions from any authority/entity other than PLL in connection with the performance pursuant to this Contract. The Supplier shall refrain from any action which may adversely affect PLL.

16. OFFICIALS NOT TO BENEFIT: The Supplier warrants that no official of PLL has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Contract.

17. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF PLL: Unless authorized in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for PLL or use the name (or any abbreviation thereof), emblem or official seal of PLL for advertising or for any other purpose.

18. ASSIGNMENT AND INSOLVENCY: The Supplier shall not, except after obtaining the prior written approval of PLL, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Supplier's rights or obligations under this Contract to any third party.

Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, PLL may, without prejudice to any other right or remedy, terminate this Contract by giving the Supplier written notice of such termination.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of PLL.

20. OBSERVANCE OF THE LAW: The Supplier shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

21. AUTHORITY TO MODIFY: Only PLL's Authorized Official possesses the authority to agree on behalf of PLL to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Contract shall be valid and enforceable against PLL unless provided by an amendment to this Contract signed jointly by the Supplier and the PLL's Authorized Official.

Annex-D**Organization Information**

Organization Information		
Sr. #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	

Annex-B**Eligibility Response Check List**

Eligibility Response Checklist			
S. No	Necessary Eligibility Information	Attach the documents YES /NO	
1	Technical Compliance as per Annex-E		
2	Bidder must be Original Service Provider of the Software application or authorized reseller /managed partner/agent. Bids without authorization letter will not be entertained.		
3	The proposed data center should be in either USA/Canada, Europe, Australia or South East Asia. The bidder should provide the substantiating documents for data centers. The bidder must provide options to PLL to select the Data residency location.		
4	The company must provide previous supply record of board meeting solution		
5	Evidence of companies Registration / Incorporation (Copy required)		
6	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
7	Proof of NTN/GST (if applicable)		

Annex-C**Evaluation Criteria**

Technical specification as provided in Annex-D should be fully complied in order to proceed further with the technical evaluation criteria. Relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded

Technical Evaluation Criteria				
S. No	Descriptions	Points	Maximum Points	Attachments
1	Compliance with Annex – E (Technical Specifications Sheet)		30	Attach Product literature, manual, specifications sheet etc.
	As per Specification with Annex-E	30		
	Otherwise	0		
2	Company existence		10	Company Registration Certificate
	5 Years or More than 5 years	10		
	Less than 5 years	05		
3	Existing Clientele		20	Attach Valid PO/ Contract Details
	Above 5	20		
	1 to 5 (2 numbers for each)	10		
4	Solution Existence in years		15	Attach Valid Solution History or Versions Documents
	More than and Equal to 5 years	15		
	Otherwise	0		
5	Support Offices		15	
	Islamabad/Rawalpindi	15		
	Outside Islamabad/Rawalpindi	05		
6	OEM Certifications		10	Attached Valid Proof
	<ul style="list-style-type: none"> • ISO 27001 • SSAE 16 • ISAE 3402 • ISO 14001 any other relevant 	Five marks for each certification.		
	Total Points Awarded	100		
	Passing Marks	70		

Annex-D**Technical Specifications**

S. No	Description
1	Functional
	<ul style="list-style-type: none"> • Provides secure access to confidential materials and communications. • Provides bookmarking capability. • Provides different types of annotation features. • Notes can be made either private or shared. • Provides a separate space for non-board book materials such as a board resource center. • Ability to work online. • Ability to work offline when connectivity is lost with the ability to synchronize the information once connectivity to the network is established. • Provides the ability to easily send out alerts about new materials. • Ability to provide notifications on the events and updates. • Ability to manage tasks by providing to-do list and due dates and assignments based on group of members. • Provides real-time updates to published material. • Polls / Voting • Provides functionality to generate meeting minutes. • Send meeting minutes via email/board portal app. • Provides the members directory feature.
2	Admin Control
	<ul style="list-style-type: none"> • Enables the admins to coordinate and schedule board meetings with board members. • Administrators must be able to upload materials to share. • Delegated Administrator for Workspaces. • Must have auto and manual backup features.
3	Document Management
	<ul style="list-style-type: none"> • Provides stakeholders with document management features to create, organize, assemble, and upload board meeting books and related documents. • Provides selective sharing of documents to prepare meeting materials.
4	Collaboration
	<ul style="list-style-type: none"> • Provides members to collaborate during meetings with collaborations tools as virtual meetings, voting, informal straw polls, etc. • Provides the capability for members to make private online notes as they review meeting pack and access their notes at any time.
5	Compatibility and Security

	<ul style="list-style-type: none"> • The solution should be compatible on laptops, mobile, portable devices and multiple web browsers. • User and Group based file/document restrictions. • Calendar sharing and viewing between board members. • Calendar Synchronization • Digital signatures-based approvals • Data must be encrypted at all times (at data center, in transit, user device). • Provide 2-Factor Authentication.
	<ul style="list-style-type: none"> • Remote device data wipe capability. • Provides logging capabilities and access to activity logs as and when required.
6	Maintenance Support and Training
	<ul style="list-style-type: none"> • Provides 24/7 Industry Leading Support. • Provide a single point of contact and escalation procedures for service requests and issues. • Provides a customized Training of administrators and individual training of Board members as requested.

Annex-E

Form of Contract

CONTRACT FOR SUPPLY OF BOARD MEETING MANAGEMENT SOLUTION

BETWEEN

PAKISTAN LNG LIMITED

AND

THIS CONTRACT is made on the _____ (“Effective Date”) by and BETWEEN:

1. Pakistan LNG Limited, a company registered under the laws of Pakistan and having its registered office at Petroleum House, 5th A & 9th Floors, Ataturk Avenue, Sector G-5/2, Islamabad 44000, Pakistan (“PLL” or “Company”); which expression wherever the context so permits shall mean and include its successor-in-interest and permitted assignees of the one part; and
2. _____, a company/body registered under the laws of Pakistan and having its registered office at _____ (“Supplier”); which expression wherever the context so permits shall mean and include its successor-in-interest and permitted assignees of the one part.

The Company and Supplier are individually referred to as “Party” and collectively as “Parties”.

Whereas the Company initiated the bidding process to secure the “Supply of Board Meeting Management Solution”;

Whereas the Supplier, selected through bidding process, has agreed to provide the same to the Company.

Now, therefore, in consideration of mutual covenants and agreements, the Parties hereby agree as follows:

1. SOFTWARE AND RELATED SERVICES

Software and Related services (“Software”) are hereinafter deemed to include, without limitation, Board Meeting Management Solution, which the Supplier agrees to supply under this Contract and shall also include services ancillary to the supply of the Software including, without limitation, transportation and such other obligations as required under this Contract.

2. EFFECTIVE DATE, TERM AND PERIOD

The Contract shall come into force on the Effective Date and will remain effective for a period of three years (“Term”) which may be extended further by the mutual consent of the Parties.

3. CONTRACT PRICE

The Contract Prices as mentioned below are fixed for the term of this Contract. The applicable taxes will be charged prevailing at the time of invoice.

Item Name	Qty	1 st Year Price Rs.	2 nd Year Price Rs.	3 rd Year Price Rs.	Total Prices Rs.
License subscription cost for Director / Executive licenses	10				

License subscription cost for Administrator licenses	1				
Total Subscription Cost					
Base Set-Up and Configuration one-time setup cost (including training, 2-factor authentication, device registration and Face ID and Fingerprint login)					
Total Cost					

4. INVOICE AND PAYMENT

Supplier shall raise an invoice with respect to Software supplied to the Company. This invoice must include Software Delivery Note, Software Receiving Note, Final Acceptance Note (post installation and testing). PLL shall, on fulfillment of the Delivery Terms mentioned in BID DATA SHEET - SECTION 2, make payment within 30 days of receipt of invoice.

5. INSPECTION AND ACCEPTANCE

- i. All Software shall be subject to inspection and testing by PLL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by PLL.
- ii. If any inspection or test is made on the premises of the Supplier or its supplier with the consent of PLL, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the Software/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Software/ shall neither relieve the Supplier from responsibility for non-conforming Software nor impose liabilities on PLL therefrom. The Supplier shall provide and maintain an inspection, quality, and control system covering the Software/Services which is acceptable to PLL. Records of all inspection work by the Supplier shall be kept complete and made available to PLL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results shall be submitted to PLL upon request.

6. FITNESS OF SOFTWARE INCLUDING PACKAGING

- i. Supplier warrants that the Software conform to the specifications and are fit for the purposes for which the Software is specifically used, as well as for purposes, in locations and under circumstances made known to the Supplier by PLL. Supplier warrants that the Software is free from defects.
- ii. The Supplier also warrants that the Software are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Software during delivery to their ultimate destination. Any deviation from agreed specification will be rejected. The Supplier shall make immediate replacement if the products or any components thereof are found to be pirated, not being original or not as per the specification document.

7. WARRANTY

1. Representations and Warranties

- I. Each Party represents that:
 - (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization;
 - (ii) it has the power, authority and licenses to enter into and perform all of its obligations under this Agreement;
 - (iii) this Agreement has been signed by duly authorized representatives of the Parties, and said representatives are able to bind their respective companies;
 - (iv) it will not, by virtue of entering into and performing this Agreement, be in violation of any term of its constitutional documents, its bylaws or other organizational documents, or any term or provision of any material, judgment or decree to which it is a party or by which it is bound;
 - (v) each Party will perform its obligations hereunder in a professional and workman like manner.

- II. Supplier hereby represents and warrants that it has obtained all necessary licenses, authorities, consents and permits to provide the Goods/Services contemplated in this Contract.

The Supplier warrants and certifies that it will provide all the repair/maintenance and support services without expense to PLL, any Software or components which prove to be defective in Quality/Functionality within a period of 36 months from the date such Software are delivered to and accepted at the final destination indicated in the Contract.

8. INDEMNIFICATION

The Supplier shall indemnify, hold and save harmless and defend at its own expense PLL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Contract.

9. CHANGES

- i. PLL may at any time by written instruction make changes within the general scope of this Contract, subject to PPRA Rules 2004. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall either be amended or terminated or reissued accordingly.

- ii. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that PLL may, at its sole discretion, receive and act upon any such claim asserted at any time

prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of scope of contract. However, nothing in this Clause shall excuse the Supplier from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against PLL unless it is in writing and signed by a duly authorized representative of PLL.

10. TERMINATION

- i. PLL may terminate this Contract, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.
- ii. In the event of Termination, no payment shall be due from PLL to the Supplier except for Software already delivered prior to termination and for the cost of such necessary work as PLL may request the Supplier to complete.

11. REMEDIES FOR DEFAULT

In case of failure by the Supplier to perform according to this Contract, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Software by the agreed delivery date, PLL may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Procure all or part of the Software/Services from other sources, in which event PLL may hold Supplier responsible for any excess costs occasioned thereby;
- ii. Refuse to accept delivery of all or part of the Software/Services;
- iii. Terminate this Contract;
- iv. Require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule;
- v. Impose liquidated damages pursuant to para 11.

12. LIQUIDATED DAMAGES FOR DELAY

The Company shall have a right to deduct an amount of 1.25% of contract price per week for 8 weeks (with a cap of 10%). Thereafter, PLL shall have the right to terminate the Contract.

13. FORCE MAJEURE

The Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Supplier's inability to procure materials, equipment etc. or to pay its suppliers, vendors or workers etc.

14. ASSIGNMENT AND INSOLVENCY

- i. The Supplier shall not, except after obtaining the prior written approval of PLL, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Supplier's rights or obligations under this Contract to any third party.
- ii. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, PLL may, without prejudice to any other right or remedy, terminate this Contract by giving the Supplier written notice of such termination.

15. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of PLL.

16. OBSERVANCE OF THE LAW

The Supplier shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

Severability

- I. If any provision of this Contract is or is held by any court or tribunal of competent jurisdiction to be void or unenforceable through illegality or otherwise, such Clause shall be amended to the minimum extent necessary to render such Clause valid or enforceable. If such amendment is not possible without materially altering the intended effect of such Clause, the Clause shall be deleted and the remainder of this Contract, provided the Contract's intended effect has not been frustrated by such amendment, shall continue in force unaffected.

Notices

- I. Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed and shall be deemed to have been received and be effective (i) upon receipt by the Party to which the notice is given, or (ii) five (05) days, following mailing of such notice, whichever occurs first.
- II. Wherever provision is made for a communication to be written, or in writing, this means any hand-written, type-written or printed communication, including facsimile and email.
- III. All certificates, notices or written orders to be given to the Consultant by PLL or PLL's Representative, and all notices to be given to PLL or to PLL's Representative by the Consultant, shall either be delivered by hand against written acknowledgment of receipt or be sent by mail, fax or email.
- IV. The addresses for the receipt of such communications shall be as follows:

If to PLL:

[_____

_____]

Attention: _____

_____ [Title]

Fax: _____]

E-mail:

If to the Supplier:

[_____

_____]

Attention: _____

_____ [Title]

Fax: _____]

E-mail:

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and may only be modified in writing by the authorized representatives of the Parties hereto and with the consent of both Parties.

17. DISPUTE RESOLUTION

Any dispute arising out of this agreement shall, as far as possible, be settled through mutual resolution. However, in case a dispute is not resolved through amicable settlement the dispute will be resolved in accordance with the provisions contained in Arbitration Act 1940. The place of Arbitration will be Islamabad.

IN WITNESS WHEREOF the Contract has been executed for and on behalf of the Parties on the date first written above by their duly authorized representatives as evidenced below.

For and on behalf of **the Company**

For and on behalf of **the Supplier**

.....
(Signature)

.....
(Signature)

.....
(Name in block capitals)

.....
(Name in block capitals)

.....
(Position in Company)

.....
(Position in Company)

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____
